

90-16797

COPIES TO:

- 1. R.O.W. Div., Nebr. Dept. of Roads
- 2. Owner
- 3. Buyer

STATE OF NEBRASKA
 Political Sub-Division
RIGHT OF WAY CONTRACT

Project No. G-77(137)
 Tract No. 3

FILED FOR RECORD 11-16-90 AT 3:15 PM BY 90-16797

David A. Brown

REGISTER OF DEEDS, SARPY COUNTY, NE

THIS AGREEMENT, made and entered into this 11th day of September, 19 90, by and between David A. and Linda M. Brown (husband & wife)

Address: PSC 5811, APO NY, NY 09012
 hereinafter called the OWNER, and Sarpy County, Nebraska, hereinafter called the BUYER.

WITNESSETH: In consideration of the payment or payments as specified below, the Owner hereby agrees to execute to the Buyer, a deed, which will be prepared and furnished by the Buyer, to certain real estate described from the centerline of the proposed highway as follows:

From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side
From Sta.	to Sta.	a strip	ft. wide	side

and as shown on approved plans and situated in the SW 1/4
 of Section 36, Township 14, Range 12, of the 6th P.M. in Sarpy County, Nebraska.

It is agreed and understood that the Buyer is hereby granted an immediate right of entry upon the premises described above.

The Buyer agrees to purchase the above described real estate and to pay therefor upon delivery of said executed deed. If the Owner so desires he/she shall have the right to receive 100% of the final payments due under this contract prior to vacating the premises being acquired.

Approximately <u>242 Sq. Ft.</u> at \$ <u>0.83</u> per Sq. Ft., Sta. to Sta.	\$ <u>200.86</u>
Approximately at \$ per Sta. to Sta.	\$
Approximately at \$ per Sta. to Sta.	\$
Moving and replacing approximately rods of fence at \$ per rod	\$
Moving and replacing approximately rods of fence at \$ per rod	\$
<u>ABSTRACT ALLOWANCE</u>	\$ <u>50.00</u>
<u>TREE DAMAGE</u>	\$ <u>250.00</u>
APPROXIMATE TOTAL	\$ <u>500.86</u>

The above payments shall cover all damages caused by the establishment and construction of the above project except for CROP DAMAGE, if any, which will be paid for in the amount based on the yield from the balance of the field less expenses of marketing and harvesting. CROP DAMAGE shall mean damage to such crops as are required to be planted and which were planted at the time of the signing of this contract and which are actually damaged due to construction of this project.

If any other party shall hold any encumbrance against the aforementioned property at the time of delivery of the deed, such payments as are due under this contract shall be made to the Owner jointly with the party or parties holding such encumbrance, unless said party, or parties holding such encumbrance shall have in writing waived his/her right to receive such payment.

Expenses for partial release of mortgages will be paid by the Buyer, if required.

This contract shall be binding on both parties as soon as it is executed by both parties but, should none of the above real estate be required, this contract shall terminate upon the payment of \$10.00 by the Buyer to the Owner.

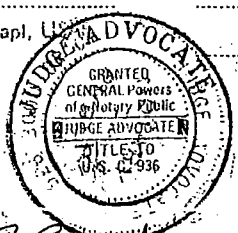
THIS IS A LEGAL AND BINDING CONTRACT - READ IT.

The representative of the Buyer, presenting this contract has given me a copy and explained all of its provisions. A complete understanding and explanation has been given of the terminology, phrases, and statements contained in this contract. It is understood that no promises, verbal agreements or understanding except as set forth in this contract will be honored by the Buyer.

WITH THE UNITED STATES
 AIR FORCE
 COUNTY OF SARPY NEW YORK (9094-5000) 53
 By George A. Schoell-Wolusky
 Date 1 NOV 90

OWNER
David A. Brown
Linda M. Brown
 Linda M. Brown

GEORGE A. SCHOELL-WOLUSKY, Capt, USAR
 011-48-8561
 Asst Staff Judge Advocate



90-16797A

Dated thisday of 19
On the above date, before me a General Notary Public duly commissioned
and qualified, personally came

Dated thisday of 19
On the above date, before me a General Notary Public duly commissioned
and qualified, personally came

to me known to be the identical person.....whose name.....affixed to the
foregoing instrument as grantor.....and acknowledged the same to be a
voluntary act and deed.

to me known to be the identical person.....whose name.....affixed to the
foregoing instrument as grantor.....and acknowledged the same to be a
voluntary act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

WITNESS my hand and Notarial Seal the day and year above written.

Notary

Notary

My commission expires the.....day of 19

My commission expires the.....day of 19

STATE OF

STATE OF

.....County ss.

.....County ss.

MEMORANDA

PLEASE PRINT ALL NAMES

Exact and full name of OWNER, as same appears of record.....

If married, full name of spouse.....

If unmarried, show "single," "widower," "widow".....

If mortgage or other liens, show names of holders, amounts, dates and book page of record.....

If an estate, give the names of all the heirs, with the share of each. Show names of spouses of those married.....

Name of executor or administrator.....

If any of the owners or heirs are minors, give their names and ages.....

Name of guardian.....

TENANT - Exact and full names. Rent Agreement.....

REMARKS

Part of Lot 149, Monarch Place, a subdivision located in part of
the NW 1/4 of the SW 1/4 and part of the SW 1/4 of the NW 1/4 of
Section 36, Township 14 North, Range 12 East of the 6th P.M.,
Sarpy County, Nebraska, more particularly described as follows:

Beginning at the point of intersection of the East right-of-
way line of 72nd Street and the North right-of-way line of
Applewood Drive, said point also being the Southwest corner of
said Lot 149, Monarch Place; thence N00°00'01"W (assumed bearing)
along said East right-of-way line of 72nd Street, a distance of
17.59 feet; thence S57°29'17"E, a distance of 32.73 feet to a
point on the North right-of-way line of Applewood Drive; thence
S89°59'59"W along said North right-of-way line of Applewood Drive,
a distance of 27.60 feet to the Point of Beginning.

Said tract of land contains an area of 242 square feet, more or
less, or 0.006 acres, more or less.

